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REVOCATION OF POWER OF ATTORNEY WITH NEW POWER OF ATTORNEY AND CHANGE OF CORRESPONDENCE ADDRESS	Application Number	10/766563
	Filing Date	January 26, 2004
	First Named Inventor	Darren R. Boisjolie
	Art Unit	2163
	Examiner Name	Rose, Helene Roberta
	Attorney Docket Number	69448-00020USPT

I hereby revoke all previous powers of attorney given in the above-identified application.

☐ A Power of Attorney is submitted herewith.

OR

☒ I hereby appoint the practitioners associated with the Customer Number:

☒ Please change the correspondence address for the above-identified application to:

☒ The address associated with
Customer Number:

OR

☐ Firm or
Individual Name

Address

City

Country

State

Zip

Telephone

Email

I am the:

☐ Applicant/Inventor.

☒ Assignee of record of the entire interest. See 37 CFR 3.71.
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

SIGNATURE of Applicant or Assignee of Record

Signature

Name

Darren Boisjolie of BSECURE TECHNOLOGIES, INC.

Date

8/24/2006

Telephone

850-362-4336

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

☒ *Total of 1 forms are submitted.

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being transmitted by facsimile to the Patent and Trademark Office, facsimile no. (571) 273-8300, on the date shown below.

Dated: August 31, 2006

Signature:

(Rebecca Butler-Guinan)



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STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Darren Ronald Boisjoli, et al.

Application No./Patent

No./Control No.: 10/766563

Filed/Issue Date: January 26, 2004

Entitled: METHOD OF PROVIDING ELECTRONIC MULTI-LAYERED FILTERING AND ACCOUNTABILITY

BSECURE TECHNOLOGIES, INC., a

corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
(The extent (by percentage) of its ownership interest is _____ %)

in the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or a true copy of the original assignment is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: Inventors To: Cotter Family Foundation
The document was recorded in the United States Patent and Trademark Office at Reel 018001, Frame 0525, or for which a copy thereof is attached.
2. From: Cotter Family Foundation To: BSAFE ONLINE, INC.
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: Inventors To: BSAFE ONLINE, INC.
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

- ☒ Additional documents in the chain of title are listed on a supplemental sheet.

As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

David Haadsma
Signature

8/10/06
Date

David Haadsma
Printed or Typed Name

662 422 1984
Telephone Number

Authorized Signer for Assignee
Title

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being transmitted by facsimile to the Patent and Trademark Office, facsimile no. (571) 273-8300, on the date shown below.

Dated: August 21, 2006

Signature: [Signature] (Rebecca Butler-Guinan)

STATEMENT UNDER 37 CFR 3.73(b) - Supplemental Sheet

Continuation of chain of title from the inventor(s) to the current assignee.

4. From: BSAFE ONLINE, INC. To: BSECURE TECHNOLOGIES, INC.
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
5. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
6. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
7. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
8. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
9. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.



NUNC PRO TUNC ASSIGNMENT

THIS ASSIGNMENT, by Darren Ronald Boisjolie; David Kent Haadsma; and Gandhi Balasubramaniam (hereinafter Assignors), residing at 229 S. Bayshore Drive, Valparaiso, Florida 32580; 1687 Woodside Circle, Tupelo, Mississippi 38801; and 100 8th Ave #122, Shalimar, Florida 32579, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in METHOD OF PROVIDING ELECTRONIC MULTI-LAYERED FILTERING AND ACCOUNTABILITY, set forth in an application for Letters Patent of the United States, filed on January 26, 2004 as U.S. Application No. 10/766563; and

WHEREAS, BSAFE ONLINE, Inc., a corporation organized under and pursuant to the laws of Texas having its principal place of business at 99 Eglin Parkway, Suite 17, Ft. Walton Beach, Florida 32549-1149 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to the inventions and the Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is acknowledged, Assignors have sold, assigned, transferred and set over, and do sell, assign, transfer and set over NUNC PRO TUNC, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of the application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the inventions and application for Letters Patent above-mentioned, and that same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey same in the manner set forth in this Assignment.

AND for the same consideration, Assignors covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, does advise: that any proceeding in connection with the inventions, or Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for the inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors request the Commissioner of Patent and Trademarks to issue Letters Patent of the United States to Assignee, as Assignee of inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

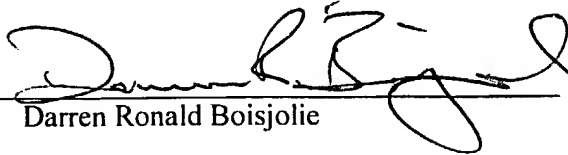
AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

JENKENS & GILCHRIST, A PROFESSIONAL CORPORATION

All practitioners at Customer Number 23932

AND Assignors acknowledge an obligation of assignment of this invention to
Assignee at the time the invention was made.

Date: 7/25/2006
Made effective Nunc Pro Tunc
as of January 26, 2004.

Signature: 
Darren Ronald Boisjolie

Date: 7/27/06
Made effective Nunc Pro Tunc
as of January 26, 2004.

Signature: David Kent Haadsma
David Kent Haadsma

Date: 07-27-06
Made effective Nunc Pro Tunc
as of January 26, 2004.

Signature: Gandhi Balasubramaniam
Gandhi Balasubramaniam

NUNC PRO TUNC ASSIGNMENT

THIS ASSIGNMENT, by Robert B. Cotter (hereinafter Assignor), residing at 6814 Stefani Drive, Dallas, Texas 75225;

WHEREAS, Assignor has invented certain new and useful improvements in METHOD OF PROVIDING ELECTRONIC MULTI-LAYERED FILTERING AND ACCOUNTABILITY, set forth in the attached application for Letters Patent of the United States, already filed on January 26, 2004 as U.S. Application No. 10/766563; and

WHEREAS, BSAFE ONLINE, Inc., a corporation organized under and pursuant to the laws of Texas having its principal place of business at 99 Eglin Parkway, Suite 17, Ft. Walton Beach, Florida 32549-1149 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to the inventions and the Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is acknowledged, Assignor has sold, assigned, transferred and set over, and does sell, assign, transfer and set over NUNC PRO TUNC, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of the application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

AND for the same consideration, Assignor represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or

that have already been transferred to Assignee, Assignor is the sole and lawful owner of the entire right, title and interest in and to the inventions and application for Letters Patent above-mentioned, and that same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey same in the manner set forth in this Assignment.

AND for the same consideration, Assignor covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, does advise: that any proceeding in connection with the inventions, or Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for the inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignor requests the Commissioner of Patent and Trademarks to issue Letters Patent of the United States to Assignee, as Assignee of inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignor hereby grants the following individuals the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

JENKENS & GILCHRIST, A PROFESSIONAL CORPORATION

All practitioners at Customer Number 23932

AND Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

Date: 7/27/06
Made effective Nunc Pro Tunc
as of January 26, 2004.

Signature: Robert B. Cotter
Robert B. Cotter

ASSET PURCHASE AND CONSULTING AGREEMENT

This ASSET PURCHASE AND CONSULTING AGREEMENT (this "Agreement") is entered into as of this 1st day of January, 2004, by and between COTTER FAMILY FOUNDATION, a Texas nonprofit corporation ("Seller") and ~~BSAFE ONLINE, INC.~~, a Texas corporation ("Purchaser") and, for purposes of Article 4, Scott Covington ("Covington") and Brandon Cotter ("Cotter").

RECITALS:

A. Seller owns certain intellectual property rights and other assets related to the development, marketing, licensing and sale of certain proprietary software and activities incidental thereto relating to its online accountability service under the "NetAccountability" brand name (the "Service").

B. Seller and Purchaser desire to enter into a mutually beneficial relationship.

C. In connection with the development and establishment of such a mutually beneficial relationship, Seller has agreed to sell to Purchaser, and Purchaser has agreed to purchase from Seller, certain assets relating to the Service on the terms and conditions set forth herein.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do agree as follows:

ARTICLE 1 PURCHASE AND SALE OF ASSETS

1.1 Commitment to Sell and Assign. Upon the terms and subject to the conditions set forth in this Agreement, Seller shall sell, transfer, assign, convey and deliver to Purchaser all of the assets, properties, interests, and other rights of Seller set forth below, together with all such assets, properties, interest, and other rights of Seller as listed on the Schedules identified below relating to the Service (the "Assets"):

(a) all agreements or contracts pursuant to which Seller provides online accountability services as listed on Schedule 1.1(a);

(b) all other agreements or contracts to which Seller has any right, title or interest as listed on Schedule 1.1(b) (all agreements and contracts listed on Schedules 1.1(a) and 1.1(b), the "Contracts");

(c) all assets related to the past and current customer relationships relating to the Assets and the Service, including but not limited to lists of all past, current and prospective customer and ministry partners and all marketing and sales materials relating to the Service;

(d) all accounts receivable listed on Schedule 1.1(d);

(e) all patents, patents pending, trademarks, trade names, business logos, service marks, copyrights, and any applications therefore, technology, know-how, data, algorithms, computer software programs or applications (in both source code and object code form), business methods, and other proprietary information, in each case as used in the Service and as listed on Schedule 1.1(e); and

(f) all servers, computers and other equipment listed on Schedule 1.1(f).

1.2 **Assumed Liabilities.** Purchaser will assume no liabilities of Seller other than the obligations of Seller to be performed on and/or after the date of this Agreement under those agreements and contracts set forth on Schedule 1.1(a).

1.3 **Excluded Assets.** Notwithstanding anything to the contrary contained herein or elsewhere, the Assets shall not include any website or internet address (including www.netaccountability.com), office equipment, computers (other than those identified on Schedule 1.1(g)), real property, prepaid insurance premiums, accounts receivable (other than those identified on Schedule 1.1(d)), cash, notes, or other evidence of indebtedness owing to Seller relating to the provision of services or products related to the Service or otherwise prior to the Closing Date (collectively, the "Excluded Assets"), all of which such Excluded Assets shall remain the property of Seller.

1.4 **Consideration.** The aggregate consideration for the purchase and sale of the Assets and performance of the covenants and other services set forth herein (including, without limitation, those required of Seller by Sections 4.1, 4.8 and 4.11) will be \$400,000.00 (the "Aggregate Consideration"), consisting of \$300,000.00 for the Assets (the "Asset Consideration") and \$100,000 for the covenants and other services (including, without limitation, those required of Seller by Sections 4.1, 4.8 and 4.11) (the "Other Consideration"). The Aggregate Consideration shall be paid as follows: (a) \$100,000.00 shall be paid to Seller in immediately available funds at the Closing (the "Closing Payment"); and (b) \$300,000.00 shall be payable to Seller in accordance with the terms of the Promissory Note (as defined below). For purposes of this Agreement, the "Promissory Note" shall mean that certain Promissory Note, in the form of Exhibit A attached hereto, which such Promissory Note shall be made by Purchaser payable to the order of Seller in the original principal amount of \$300,000.00, to be repaid in equal monthly installments over a 10-month period.

1.5 **Closing.** The purchase and sale of the Assets, and the commencement of the covenants and other services set forth herein, shall be effectuated at a closing (the "Closing") which shall occur no later than January 9, 2004 (such date, the "Closing Date"). At the Closing, (a)

(iii) such other agreements, documents and instruments evidencing Purchaser's assumption of the Assets in form and substance reasonably satisfactory to Seller, and (b) Seller shall execute and/or deliver to Purchaser (i) possession or constructive possession of the Assets, (ii) a Warranty Bill of Sale in the form of Exhibit D attached hereto and (iii) such other agreements, documents and instruments conveying title to the Assets in form and substance reasonably satisfactory to Purchaser. This Agreement, the Promissory Note, and the other agreements, documents and instruments to be executed and/or delivered at the Closing are collectively referred to herein as the "Closing Documents".

1.6 Continued Relationship. In connection with the sale of the Assets, Seller agrees to market and promote Purchaser's internet protection services in the manner specified on Exhibit C, and in addition, the parties agree, in good faith, to give consideration to the promotion of one another, and one another's subsidiaries' and affiliates', services and products, to recommend the services and products of one another, and one another's subsidiaries and affiliates, to third-parties, and to otherwise advance the objectives of one another, and one another's subsidiaries and affiliates, on and after the Closing Date, in each case to the extent (and only to the extent) the vision, direction and goals of such parties remain fundamentally similar in nature and such relationship and activities are consistent with and in furtherance of the tax-exempt purposes of Seller. In the spirit of the foregoing intentions, Seller and Purchaser hereby acknowledge and agree to, in good faith, undertake the transition of the Assets from Seller to Purchaser in accordance with the terms of the Transition Plan attached hereto as Exhibit B. Additionally, Purchaser and Seller agree to objectively seek out opportunities to create further promotional impact for Purchaser and for Seller for the duration of this Agreement by proactively considering additional promotional opportunities as may be seen suitable by both such parties. These opportunities may include, but not be limited to, audio, DVD and video products, internet selling tools, conference materials, learning series seminars, and any medium and venue where Purchaser and Seller may reasonably be expected to have common strategic interests in the fight against pornography. Notwithstanding anything to the contrary, however, in no event shall Seller and Purchaser be deemed to have established a joint venture for Federal income tax purposes. Furthermore, notwithstanding anything to the contrary, the provisions of this Section will automatically terminate and have no further force and effect on the earlier to occur of (a) the date on which either Purchaser or Consultant terminates the provisions of Article 4 in accordance with Section 4.10 or (b) the third anniversary of the Closing Date.

1.7 License. Subject to the following proviso, at all times on and after the Closing Date, Seller hereby grants to Purchaser, and Purchaser hereby retains, an exclusive, perpetual, worldwide license to use and promote the name NetAccountability in the context of and in connection with the provision of internet filtering and/or accountability hardware and software and related services; provided, that, in the event of any default by Purchaser under this Agreement, or the Promissory Note, such license will automatically terminate and be deemed revoked and of no further force and effect.

ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS OF PURCHASER

Purchaser represents and warrants to Seller that the statements contained in this Article 2 are true and correct as of the date of this Agreement and as of the Closing Date (unless a specific date is set forth herein, in which case Purchaser represents and warrants that such statement is true and correct as of such date).

2.1 Organization of Purchaser. Purchaser is duly organized, validly existing, and in good standing under the laws of the jurisdiction of the State of Texas.

2.2 Authorization of Transaction. Purchaser has the legal right and capacity to execute and deliver this Agreement and the other Closing Documents to which it is a party and to perform its obligations hereunder and thereunder. This Agreement has been duly executed and delivered, and constitutes or upon execution and delivery will constitute the valid and legally binding obligations of Purchaser, enforceable in accordance with its terms, except as enforcement may be limited by general principles of equity whether applied in a court of law or a court of equity and by bankruptcy, insolvency and similar laws affecting creditors' rights and remedies generally. No authorization, consent, approval, permit or license of, or filing with, any governmental or public body or authority, or any other person or entity is required to authorize, or is required in connection with, the execution, delivery and performance of this Agreement or any other Closing Document to which it is a party on the part of Purchaser.

2.3 Purchaser Indemnification. Purchaser agrees to indemnify, defend and hold harmless Seller and each officer, director, and agent of Seller for all losses, damages, liabilities and claims, and all fees, costs and expenses related to, including without limitation attorney fees, arising out of, based upon or resulting from: (a) any and all duties, liabilities, obligations and expenses, whether now known or unknown, relating to the Assets or the Service to the extent (and only to the extent) arising as a result of any breach, action, or failure to act by Purchaser occurring after the Closing Date; (b) any breach by Purchaser of any representation or warranty set forth in this Agreement; or (c) any failure by Purchaser to carry out, perform, satisfy and discharge any covenant, agreement, undertaking, liability or obligation under this Agreement.

2.4 Notice of Change. At all times on and after the Closing Date, Purchaser shall endeavor to ensure that Seller is aware if Purchaser ceases to offer internet filtering and reporting services.

ARTICLE 3

REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER

Seller represents and warrants to Purchaser that the statements contained in this Article 3 are true and correct as of the date of this Agreement and as of the Closing Date (unless a specific date is set forth herein, in which case Seller represents and warrants that such statement is true and correct as of such date).

3.1 Organization and Good Standing. Seller is duly organized, validly existing, and in good standing under the laws of the State of Texas.

3.2 Authorization of Transaction. Seller has the legal right and capacity to execute and deliver this Agreement and the other Closing Documents to which it is a party and to perform its obligations hereunder. This Agreement has been duly executed and delivered, and constitutes or upon execution and delivery will constitute the valid and legally binding obligations of Seller, enforceable in accordance with its terms, except as enforcement may be limited by general principles of equity whether applied in a court of law or a court of equity and by bankruptcy, insolvency and similar laws affecting creditors' rights and remedies generally. No authorization, consent, approval, permit or license of, or filing with, any governmental or public body or authority, or any other person or entity is required to authorize, or is required in connection with, the execution, delivery and performance of this Agreement or any other Closing Document to which it is a party on the part of Seller.

3.3 Title to Assets. Seller is the true and lawful owner of the Assets. Seller has all necessary power and authority to sell the Assets to Purchaser free and clear of any taxes, security interests, contracts, commitments, equities, claims and demands. Seller warrants its clear title to the Assets to Purchaser and will provide Purchaser with a Warranty Bill of Sale in the form attached as Exhibit D.

3.4 Notice of Change. At all times on and after the Closing Date, Seller shall endeavor to ensure that Purchaser is aware of any material change of vision by Seller which may reasonably be expected to have a materially adverse effect on Purchaser.

3.5 Rack Space. So long as Seller is provided equipment rack space at 2323 Bryan Street in Dallas, Texas free of charge, then (a) Seller will in turn provide Purchaser with use of up to one-half of such equipment rack space (in existence as of the Closing Date) for the purpose of hosting Purchaser's servers and networking equipment and (b) through August 31, 2003, Seller will continue to pay for current levels of bandwidth and service for such equipment rack space at rates not exceeding those being paid by Seller as of the Closing Date. Any service hours worked by any Consultant in connection with the maintenance of such equipment rack space on behalf of Purchaser shall constitute consulting hours for purposes of Section 4.1.

3.6 Additional Representations, Warranties and Covenants of Seller.

(a) **Laws and Governmental Orders.** Neither the execution nor delivery by Seller of this Agreement or any other agreements contemplated hereby will violate any applicable state or federal law or regulation. To the best of its knowledge, Seller has complied with all laws, rules and regulations of state and federal governments.

(b) **No Consent.** No consent, approval, authorization order, filing, registration or qualification of or with any court, governmental authority or third person is required to be made or obtained by Seller in connection with the execution and delivery of this Agreement by Seller or the consummation by Seller of the transactions contemplated by this Agreement.

(c) Litigation. There are no suits, actions, claims, injunctions, orders or other proceedings against Seller nor has Seller received written notice or, to the best knowledge of Seller, threatened against Seller or the directors, officers, agents or employees of Seller which affect the Assets or covenants and agreements under this Agreement.

(d) Agreements and Commitments. Seller has no material commitments and/or agreements with regard to the Assets or the operation of the business which have not been submitted to Purchaser and approved by Purchaser in writing.

(e) Absence of Undisclosed Liabilities. To the best knowledge and belief of Seller after due diligence, as of the Closing Date, Seller has no undisclosed liabilities of any nature, whether accrued, absolute, contingent or otherwise, including, without limitation, tax liabilities due or to become due, which may affect title to the Assets to be transferred hereunder or affect the transactions contemplated hereunder.

(f) Operations Until Closing. Seller has not made any material adverse change in the business, operations, Assets or the manner of conducting Seller's business since December 15, 2003 through the Closing Date.

(g) Orderly Transition. Seller shall assist Purchaser in every reasonable manner to ensure an orderly transition of the Assets including familiarizing and acquainting Purchaser with the operation and maintenance of the Assets. Subject to the terms of this Agreement, (i) Seller will cooperate with Purchaser after the Closing Date to notify all present clients of the Business of the change in ownership in order to maintain the continuity of customers and shall urge them to continue to do business with Purchaser and (ii) Seller will refer all business inquiries related to the Assets to Purchaser. All expenses incurred in connection with such notifications shall be borne by Purchaser.

ARTICLE 4 CONSULTING AGREEMENT

4.1. Consulting Services. Purchaser hereby engages Consultant (as such term is defined below) for the purpose of assisting in marketing the services of Purchaser, introduction of Purchaser to Christian ministries with whom Consultant has contacts, technical operations and support in connection with Purchaser's internet filtering service and other services offered by Purchaser, subject to the terms and conditions hereinafter set forth. Consultant hereby accepts such engagement and agrees that it will, during the continuance hereof, devote 80 hours during each two calendar months (each "period") to either Purchaser assigned tasks or projects for which Consultant will prepare a budget and present to Purchaser prior to undertaking or Consultant initiated projects which Consultant can initiate and complete within five hours. It is further agreed that to the extent possible, Consultant shall fulfill its consulting requirements utilizing the services of Cotter and Covington on a 40-hour per period basis for each individual. Notwithstanding the foregoing, upon the mutual agreement of Purchaser and Consultant, Consultant may work more than 80 hours in any given

period and, in such case, Consultant will be paid an additional \$150.00 per hour for such services, which will be paid in the month following the month in which such services were performed. Purchaser shall make payment jointly to Consultant and the allocation of payment between Cotter and Covington shall be the Consultant's responsibility. For purposes of this Article 4, the term "Consultant" shall mean and include, individually or collectively, Seller, Brandon Cotter ("Cotter") and Scott Covington ("Covington").

4.2 Independent Consultant. It is agreed by Consultant and Purchaser that, for purposes of this Article 4, Consultant is, and will remain throughout the term of this Article 4, an independent consultant. Consultant agrees that it is not and will not become an employee, partner, agent, or principal of Purchaser while this Article 4 is in effect. Consultant agrees it is not entitled to the compensation rights or benefits afforded to Purchaser's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit.

4.3 Workers' Compensation, etc. Seller, Cotter and Covington are responsible for providing, at their own expense, disability, unemployment, and other insurance, workers' compensation, training, permits, and licenses for their employees and subcontractors. Consultant agrees to provide workers' compensation insurance for its employees and agents and agrees to hold harmless and indemnify Purchaser for any and all claims arising out of any injury, disability, or death of any of Consultant's employees or agents.

4.4 Duties. Consultant shall have and perform the following duties: (a) arrange to introduce officers and personnel of Purchaser to Christian ministries with which Consultant has ongoing contact; (b) assist in the marketing of Purchaser's services as prescribed by officers of Purchaser; (c) assist technical personnel of Purchaser in the utilization of intellectual property purchased from Consultant; (d) assist Purchaser with the integration of former customers of Seller into Purchaser's internet filtering network; and (e) take all reasonable steps to promote the services of Purchaser to the public.

4.5 Term of Article 4. The provisions of this Article 4 shall become effective as of January 1, 2004 and shall automatically terminate and be of no further force and effect on October 31, 2004 unless earlier terminated or extended by mutual agreement or pursuant to the terms hereof (such termination date, the "Consulting Termination Date").

4.6 Place of Engagement. Consultant agrees to work in such locations as directed by Purchaser. Consultant agrees that the engagement may require traveling, and agrees to travel as may be necessary to fulfill the engagement responsibilities for Purchaser.

4.7 Expenses. Purchaser shall pay or reimburse Consultant for reasonable or necessary out-of-pocket costs and expenses incurred by Consultant in conjunction with the performance of its duties hereunder (including, without limitation, costs and expenses for travel); provided, that such costs and expenses must be properly documented in accordance with normal procedures of Purchaser. Anything to the contrary notwithstanding, Consultant shall not be reimbursed for any out-

of-pocket costs and expenses above \$500.00 in the aggregate unless Consultant has secured the pre-approval (which need not be in writing) of Purchaser to expend such funds.

4.8 Confidentiality. Consultant acknowledges that Purchaser is an Internet Service and Securities Provider and such technology along with related formulas, inventions, patents, documents, interactive and other systems, procedures, software programs, ideas, marketing or product plans, and other creations, and past, current and prospective customer lists and names of vendors is confidential information, which is the sole and exclusive property of Purchaser. Consultant agrees that it will not, disclose any of such confidential information to any third party (unless compelled to do so by a court of law or governmental agency) or use such confidential information in any way to compete with or to act in any other way adverse to Purchaser, either directly or indirectly. Provisions of this Section shall not, however, apply to information which is or which becomes available to the general public through no fault of Consultant. Upon termination of Consultant's engagement hereunder, regardless of the reason for such termination, Consultant agrees promptly to deliver all tangible materials constituting confidential information and all other property of Purchaser to Purchaser.

4.9 Withholding of Taxes. Consultant and Purchaser acknowledge that Consultant is an independent contractor of Purchaser and not an employee of Purchaser. Consultant is responsible for paying when due all income taxes including withholding estimated taxes incurred as a result of compensation paid by Purchaser to Consultant for services under this Agreement. On reasonable request, Consultant will provide Purchaser with proof of timely payment. Consultant agrees to indemnify Purchaser for all claims, costs, losses, fees, penalties, interest or damages suffered by Purchaser resulting from Contractor's failure to comply with this Section.

4.10 Termination.

(a) **By Purchaser.** Purchaser may terminate the provisions of this Article 4 only for Cause (as defined below), as determined in good faith by the Board of Directors of Purchaser, and upon written notice to Consultant.

(i) For purposes of this Agreement, termination for "Cause" shall mean termination because of:

(A) The continued failure, for a period of at least 60 business days, by Consultant to substantially perform or the gross negligence in the performance of his duties hereunder after the Board of Directors of Purchaser has made a written demand for performance which specifically identifies the manner in which it believed, in good faith, that Consultant has not substantially performed his duties.

(B) The commission by Consultant or Cotter and Covington of acts of deliberate dishonesty or willful misconduct or the breach of a fiduciary duty to Purchaser, in any case which is materially injurious to Purchaser.

- (C) The occurrence and continuance of any material breach of this Agreement by Seller which remains uncured after reasonable time to respond to written notice, said time to be no less than 30 days.

(b) By Consultant. Consultant shall have the right to terminate the provisions of this Article 4 only for cause, which includes a material breach of this Agreement, or the Note by Purchaser which remains uncured after reasonable time to respond to written notice, said time to be no less than 30 days (other than with respect to any failure of Purchaser to make payment when due under the Promissory Note, for which said time will be 3 days).

4.11 Restrictive Covenant. Neither Seller, Seller's officers nor Cotter or Covington will, during the term of this Agreement or for a period of two (2) years after the Consulting Termination Date, directly or indirectly compete against Purchaser as to the provision of internet filtering and/or accountability hardware or software services, or own, manage, operate, control, or be employed by or consult with a business in competition with Purchaser's business as of the date of this Agreement on a world-wide basis. Notwithstanding the foregoing, this Section 4.11 will automatically terminate and have no further force and effect in the event that Consultant terminates the provisions of Article 4 in accordance with Section 4.10(b).

ARTICLE 5 MISCELLANEOUS

5.1 Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties with respect to the transactions contemplated hereby, and supersedes all prior agreements, arrangements, and understandings relating to the subject matter hereof.

5.2 Notices. All notices, payments and other required communications ("Notices") to the parties shall be in writing, and shall be addressed to each party at the address set forth next to each such party's name on the signature pages hereto. All Notices shall be given (i) by personal delivery, or (ii) by electronic communication, with a confirmation sent by registered or certified mail, return receipt requested, or (iii) by registered or certified mail, return receipt requested. All Notices shall be deemed delivered (i) if by personal delivery, on the date of delivery if delivered during normal business hours, and, if not delivered during normal business hours, on the next business day following delivery, (ii) if by electronic communication, on the date of receipt of the electronic communication, and (iii) if solely by mail, on the date of receipt. A party may change its address by Notice to the other party in accordance with this Section 5.2.

5.3 Applicable Law. ALL QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY AND INTERPRETATION OF THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS, AND NOT THE LAW OF CONFLICTS, OF THE STATE OF TEXAS.

5.4 Assignment. Neither party may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party. This Agreement and all

provisions hereof shall bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns.

5.5 Attorneys' Fees. If any legal action is brought by any party hereto, the prevailing party in such legal action shall be entitled to recover from the other party reasonable attorneys' fees in addition to any other relief that may be awarded. For the purposes of this Section, the "prevailing party" shall be the party in whose favor final judgment is entered. If declaratory or injunctive relief alone is granted, the court may determine which, if either, of the parties is the prevailing party. The amount of reasonable attorneys' fees shall be determined by the court or other arbiter of such legal action.

5.6 Waiver. The failure of a party to insist on the strict performance of any provision of this Agreement or to exercise any right, power or remedy upon a breach hereof shall not constitute a waiver of any provision of this Agreement or limit the party's right thereafter to enforce any provision or exercise any right.

5.7 Severability. If any term, provision, covenant, or restriction of this Agreement is held by the final, nonappealable order of a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

5.8 Amendments. This Agreement may be amended, modified, or superseded only by written instrument executed by all parties hereto.

5.9 Headings. The Article and Section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any Article or Section.

5.10 Gender and Number; Definitions. Whenever required by the context, as used in this Agreement, the singular number shall include the plural and the neuter shall include the masculine or feminine gender, and vice versa. Unless otherwise defined herein, all terms used herein and defined in the Uniform Commercial Code, as in effect in the State of Texas from time to time, shall have the meanings given therein.

5.11 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the same counterpart.

5.12 Confidentiality; Press Release. Seller and Purchaser each agree to exercise its best efforts to keep this Agreement, the other Closing Documents and any information delivered or made available to it by the other party which is clearly indicated to be confidential information, confidential from anyone other than persons employed or retained by such party who are or are expected to become engaged in evaluating, approving, structuring or administering the transactions contemplated herein; provided, however, that nothing herein shall prevent Seller or Purchaser from disclosing the

terms of this Agreement, the other Closing Documents or such other information (a) to any person if reasonably incidental to the administration of the transactions contemplated herein, (b) upon the order of any court or administrative agency, (c) upon the request or demand of any regulatory agency or authority having jurisdiction over such party, (d) which has been publicly disclosed, (e) in connection with any litigation by and between the parties or their affiliates, (f) to the extent reasonably required in connection with the exercise of any right or remedy under this Agreement or any other Closing Document, (g) to such party's legal counsel, auditors and affiliates, and (h) to any actual or proposed permitted assignee of all or part of its rights hereunder. Without limiting the generality of the foregoing, Seller and Purchaser each agree that it will not, and will not permit any of its affiliates to, without the prior written consent of the other party, issue or publish any press release or other similar announcement or publication relating to this Agreement or any other Closing Document or the transactions contemplated hereby until Seller and Purchaser have agreed upon and issued an initial joint press release after the Closing Date.

5.13 Arbitration. Any dispute or controversy of whatever nature arising out of, or relating to this Agreement shall be subject first to mediation of up to eight (8) hours under the guidelines of the American Arbitration Association and second, if mediation is unsuccessful, to binding arbitration by a panel of three (3) arbitrators. Each side may select its own arbitrator, and the two arbitrators so chosen shall select a third, neutral arbitrator who shall preside over the panel. It is the intent of the parties that any such arbitration shall be conducted expeditiously and without strict adherence to rules of civil procedure. A party may initiate arbitration by notifying the other party of the nature of the dispute and its selection of an arbitrator. The other party then has ten (10) days to select its arbitrator and the two arbitrators shall promptly select the neutral arbitrator. A decision must be rendered by a majority of the arbitration panel within ten (10) days after a hearing on the merits.

5.14 Assignment to Tax-Exempt Entity. Seller is an organization described in section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended from time to time (the "Code"), and is a private foundation as defined in section 509 of the Code. As one of its tax-exempt purposes, Seller conducts activities that further purposes described in section 501(c)(3) of the Code and supports other tax-exempt organizations to the extent this support furthers Seller's tax-exempt purposes. Seller warrants that it will use the proceeds received from the Purchaser to either (a) develop various educational programs and conduct other activities related to strengthening individuals, marriages, and families by reducing the impact of Internet pornography and by encouraging Christ-inspired accountability internally, or (b) make grant(s) to another tax-exempt organization whose purpose is the same or substantially similar so that it may conduct similar activities. Seller agrees that upon making grant(s) to another tax-exempt organization, and as a condition to the receiving organization accepting such grant(s), that it will cause the recipient to agree to and be bound by the applicable terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

Seller:

COTTER FAMILY FOUNDATION

By: [Signature]
Name: Brandon Cotter
Title: CEO

Address for Notices:

660 Preston Forest Center
Dallas, TX 75230

Purchaser:

BSAFE ONLINE, INC.

By: [Signature]
Name: Glen A. Fradenburg
Title: Chairman / CEO

Address for Notices:

2801 W. Main St.
Suite 2-D
Tupelo, MS 38801

The Following Parties Hereby Execute this Agreement Solely for Purposes of Their Acknowledgment of and Agreement to be Bound by Article 4:

[Signature]
BRANDON COTTER, individually

Address for Notices:

731 Lexington Avenue
Coppell, TX 75019

[Signature]
SCOTT COVINGTON, individually

Address for Notices:

4071 LOMITA LN.
DALLAS, TX 75220

Schedule 1.1(e)

Intellectual Property

CFF filed a provisional patent application on January 24th, 2003. BSAFE will have the opportunity to update this patent with additional claims up until January 24th, 2004.

NetAccountability Software and Service Patent Summary

The present invention relates to computer implemented accountability systems, and in particular to a method and apparatus which may be utilized collectively by a group in order to determine automatically the suitability of digital content consumed by individual members of the group.

The present invention also relates to a method and apparatus for searching textual digital content for selected words and phrases which may be utilized in any general, law enforcement, or employer surveillance of the consumption of digital content by particular individuals. Captured content may consist of any TCP/IP network traffic, including but not limited to data using the following protocols: HTTP, SMTP, POP3, and/or NNTP protocols. Typical use includes plug-ins to existing "category lists" and monitoring of peer-to-peer file sharing (such as KaZaa, Napster, etc.).

Future use also includes additions and improvements to the algorithm-based analysis of content. Future use includes the ability to monitor via TDI, NDIS, LSP and similar TCP/IP packet monitoring software.

The provisional patent was filed on January 24th, 2003. The patent includes approximately 45 pages of textual description and 16 pages of diagrams and process flows.